

**THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON**

JOHN H. ELLIOTT; and SARAH ANN  
ELLIOTT and SUSAN M. ELLIOTT,  
co-successor trustees of The Ann M.  
Elliott Trust - 1999, dated February  
26, 1999;

Plaintiffs,

vs.

RENWOOD PROPERTIES, INC., a  
foreign corporation; CHRISTOPHER  
R. WOOD; and MILL PARK  
TOWNHOMES INVESTMENT  
LIMITED PARTNERSHIP, a foreign  
limited partnership;

Defendants.

NO.

COMPLAINT

(Breach of Limited Partnership  
Agreement and Violation of  
Limited Partnership Statute;  
Limited Partnership Accounting,  
Winding Up, and Dissolution)

Plaintiffs JOHN H. ELLIOTT, SARAH ANN ELLIOTT and SUSAN M.  
ELLIOTT (collectively "Plaintiffs") allege as follows:

I. IDENTIFICATION OF PARTIES.

1.1 Plaintiff JOHN H. ELLIOTT is an individual residing in Polk County in the state of North Carolina.

1.2 Plaintiff SARAH ANN ELLIOTT is an individual residing in the state of Rhode Island and serves as the co-successor trustee of The Ann M. Elliott Trust - 1999, dated February 26, 1999.

1.3 Plaintiff SUSAN M. ELLIOTT is an individual residing in the state of Montana and serves as the co-successor trustee of The Ann M. Elliott Trust - 1999, dated February 26, 1999.

1.4 Defendant MILL PARK TOWNHOMES INVESTMENT LIMITED PARTNERSHIP is a limited partnership organized under the laws of the state of Massachusetts with its principal place of business located in Multnomah County, Oregon, and constitutes a "foreign limited partnership" as defined in ORS 70.005(10).

1.5 Defendant RENWOOD PROPERTIES, INC., is a Delaware corporation registered to do business in the state of Oregon at 2211 NW Front Avenue, Suite 301, Portland, Multnomah County, Oregon 97209, and serves as a general partner of Defendant MILL PARK TOWNHOMES INVESTMENT LIMITED PARTNERSHIP as defined in ORS 70.005(13).

1.6 Defendant CHRISTOPHER R. WOOD is an individual residing in Multnomah County, Oregon, and serves as a general partner of Defendant MILL

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1 PARK TOWNHOMES INVESTMENT LIMITED PARTNERSHIP as defined in  
2 ORS 70.005(13) and the president of Defendant RENWOOD PROPERTIES,  
3 INC.

4 II. BACKGROUND FACTS.

5 2.1 On or about February 27, 1991, Defendant MILL PARK  
6 TOWNHOMES INVESTMENT LIMITED PARTNERSHIP filed its Certificate of  
7 Limited Partnership with the state of Massachusetts. Attached hereto as  
8 **Exhibit "A"** is a true copy of the Certificate of Limited Partnership. In its  
9 Business Entity Annual Report filed with the state of Massachusetts on October  
10 5, 2020, Defendant MILL PARK TOWNHOMES INVESTMENT LIMITED  
11 PARTNERSHIP listed its principal place of business as Renwood Properties,  
12 Inc., 2211 NW Front Avenue, Suite 301, Portland, Multnomah County, Oregon  
13 97209. Attached hereto as **Exhibit "B"** is a true copy of the Business Entity  
14 Annual Report.

15 2.2 In or about January 1991, Defendant MILL PARK TOWNHOMES  
16 INVESTMENT LIMITED PARTNERSHIP prepared its initial Limited Partnership  
17 Agreement listing Richard R. Wood as the "Individual General Partner" and  
18 Defendant RENWOOD PROPERTIES, INC., as the "Managing General  
19 Partner." Attached hereto as **Exhibit "C"** is a true copy of the unexecuted  
20 Limited Partnership Agreement. Richard R. Wood was deceased in 2013 with  
21 his son, Defendant CHRISTOPHER R. WOOD, assuming the position as  
22

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1 “Individual General Partner” at that point.

2 2.3 On or about January 1, 2021, Defendant RENWOOD  
3 PROPERTIES, INC., Defendant CHRISTOPHER R. WOOD, and Defendant  
4 MILL PARK TOWNHOMES INVESTMENT LIMITED PARTNERSHIP drafted an  
5 amendment to the Limited Partnership Agreement with the Mill Plain  
6 Townhomes Investment Limited Partnership First Amended and Restated  
7 Agreement of Limited Partnership (herein “Restated LP Agreement”). The  
8 Restated LP Agreement specifically added Plaintiff JOHN H. ELLIOTT and The  
9 Ann M. Elliott, Trustee of The Ann M. Elliott Trust - 1999, as amended, as limited  
10 partners. However, Ann M. Elliott was previously deceased as of November 26,  
11 2020, and Plaintiff JOHN H. ELLIOTT never executed the Amended LP  
12 Agreement. A true copy of unexecuted Restated LP Agreement is attached  
13 hereto as **Exhibit “D”**. Plaintiff JOHN H. ELLIOTT and Ann M. Elliott had  
14 originally invested funds in the amount of \$84,000 each into Mill Park  
15 Townhomes Investment for their initial capital contribution starting in  
16 approximately 1991 and, at that point, they had become limited partners.  
17 Plaintiffs have not located an executed copy of the Limited Partnership  
18 Agreement nor the Restated LP Agreement. By reason of the purported terms  
19 of the Restated LP Agreement, the limited partners were Defendant  
20 CHRISTOPHER R. WOOD, Plaintiff JOHN H. ELLIOTT, and Ann M. Elliott,  
21 Trustee of The Ann Elliott Trust - 1999, in equal 1/3 shares in Defendant MILL

1 PARK TOWNHOMES INVESTMENT LIMITED PARTNERSHIP.

2 2.4 Ann M. Elliott, deceased, died on November 26, 2020. Plaintiffs  
3 SARAH ANN ELLIOTT and SUSAN M. ELLIOTT serve as co-successor trustees  
4 of The Ann M. Elliott Trust - 1999, dated February 26, 1999. Attached hereto  
5 as **Exhibit "E"** are true copies of the Acceptance of Successor Trustee dated  
6 January 19, 2021, for Plaintiff SUSAN M. ELLIOTT and dated December 18,  
7 2020, for Plaintiff SARAH ANN ELLIOTT.

8 2.5 Defendant RENWOOD PROPERTIES, INC., and Defendant  
9 CHRISTOPHER R. WOOD invested funds of Defendant MILL PARK  
10 TOWNHOMES INVESTMENT LIMITED PARTNERSHIP into Mill Park  
11 Townhomes Limited Dividend Housing Association Limited Partnership (herein  
12 "Mill Park DHA LP") located in the state of Michigan. Attached hereto as **Exhibit**  
13 **"F"** is a true copy of the Department of Licensing and Regulatory Affairs  
14 Certificate with the state of Michigan for Mill Park DHA LP. Neither Defendant  
15 CHRISTOPHER R. WOOD, Defendant MILL PARK TOWNHOMES  
16 INVESTMENT LIMITED PARTNERSHIP, nor Defendant RENWOOD  
17 PROPERTIES, INC., provided any information or documentation to Plaintiffs  
18 pertaining to this project prior to this investment.

19 2.6 On July 27, 2022, Plaintiffs, by and through their legal counsel,  
20 sent written correspondence to Defendants referencing the sale of the  
21 investment properties of Mill Park DHA LP in the state of Michigan, but indicated  
22

1 that no documentation had been provided by Defendants pertaining to this  
2 investment and sale. In addition, the correspondence requested certain  
3 documentation from Defendants: “(1) Limited Partnership Agreement and any  
4 amendments or restatements thereto (signed by the parties); (2) Purchase and  
5 Sale Agreement for Mill Park I and Mill Park II [of Mill Park DHA LP] including all  
6 addenda or amendments thereto (signed by the parties); (3) Financial  
7 statements (Profit & Loss / Income Statements (2015 to current); and (4) Tax  
8 returns (federal and state including Form 1065 and Schedule K-1s)(2015 to  
9 current).” A true copy of the correspondence dated July 27, 2022, is attached  
10 hereto as **Exhibit “F”**.

11 2.7 On July 29, 2022, Defendant CHRISTOPHER R. WOOD  
12 responded to the correspondence via telephone and promised to provide  
13 Plaintiffs with certain documentation. Attached hereto as **Exhibit “G”** is a true  
14 copy of an email dated July 29, 2022, from Plaintiff’s counsel to him which  
15 stated: “ Per our discussion, I understand that you will search for signed copies  
16 of both limited partnership agreements (Massachusetts and Michigan), the  
17 purchase and sale agreement of the Michigan properties, closing statements for  
18 the Michigan properties, and the other documentation listed in my letter dated  
19 July 27, 2022, to you.”

20 2.8 Between July 29, 2022, and August 8, 2022, Defendant  
21 CHRISTOPHER R. WOOD exchanged emails with Plaintiffs’ counsel, but did not  
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1 produce the requested documentation. Attached hereto as **Exhibit “H”** are true  
2 copies of those emails.

3 2.9 On between August 9, 2022, and September 15, 2022, Plaintiffs’  
4 counsel engaged in email discussions with Defendant CHRISTOPHER R.  
5 WOOD and Joseph Hollander, a representative of Mill Park Townhomes DHA  
6 LP, about the putative sale of the investment properties in Michigan. Mr.  
7 Hollander declined to provide information or documentation to Plaintiffs, but  
8 stated that “I am confident that we can tie this up by the end of August.”  
9 However, Defendant CHRISTOPHER R. WOOD failed to responsively provide  
10 any information. Attached hereto as **Exhibit “I”** are copies of these emails.

11 2.10 Joseph Hollander confirmed that he transmitted the closing  
12 documentation and final distribution to Defendant CHRISTOPHER R. WOOD  
13 during the week of October 15, 2022. On October 20, 2022, Plaintiffs’ counsel  
14 sent another email to Defendant CHRISTOPHER R. WOOD: “I understand that  
15 Mr. Hollander has re-sent the final distribution documentation to you this week.  
16 Could you please email me a copy of the documentation and call me tomorrow  
17 to discuss?” Attached hereto as **Exhibit “J”** is a true copy of the email dated  
18 October 20, 2022.

19 2.11 On November 17, 2022, Defendant CHRISTOPHER R. WOOD  
20 finally talked with Plaintiffs’ counsel on the telephone and represented that Joe  
21 Hollander had sent him an initial distribution of \$1.2 million and a preliminary  
22

1 accounting, but that he was awaiting a final distribution of less than \$100,000  
 2 and a final accounting of the project and additionally “you stated that you had  
 3 deposited the \$1.2 million distribution into the limited partnership financial  
 4 account. As I requested, please email me today a copy of the \$1.2 million  
 5 distribution check and deposit receipt into the limited partnership account and  
 6 the preliminary accounting from Joe Hollander.” A true copy of the email dated  
 7 November 17, 2022, is attached hereto as **Exhibit “K.”**

8 2.12 As of December 12, 2022, Defendants have not provided any of  
 9 the requested documentation nor provided Plaintiffs with any distribution of their  
 10 share of the limited partnership funds in an amount not less than Eight Hundred  
 11 Thousand (\$800,000).

### 12 III. FIRST CLAIM FOR RELIEF

#### 13 **(Breach of Contract and Violation of Statutory Duties: 14 Production of Partnership Documentation)**

15 3.1 Plaintiffs reallege the allegations in paragraphs 1.1 through 2.12  
 16 herein and incorporate them by this reference.

17 3.2 Pursuant to ORS 70.145, Plaintiffs are entitled to obtain from the  
 18 general partners, Defendant CHRISTOPHER R. WOOD and Defendant  
 19 RENWOOD PROPERTIES, INC., as well as Defendant MILL PARK  
 20 TOWNHOMES INVESTMENT LIMITED PARTNERSHIP copies of: “(a) true and  
 21 full information regarding the state of the business and financial condition of the  
 22 limited partnership, (b) a copy of the limited partnership’s federal, state and local

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1 income tax returns for each year promptly after they become available; and (c)  
2 other information pertaining to the affairs of the limited partnership as is just and  
3 reasonable.” In addition, pursuant to ORS 70.050, Plaintiffs are entitled to  
4 copies of records required by statute to be maintained at its principal office.

5 3.3 Section 11.1(a) of Article 11 of the Restated LP Agreement states:  
6 “Any Partner or its duly authorized representative shall have the right at any time  
7 to inspect and copy from such books and documents during normal business  
8 hours upon reasonable notice.” Section 11.1(b) additionally states:

9 As soon as practicable after the close of each fiscal year but in no  
10 event later than April 30 of the next succeeding year, the  
11 Managing General Partner shall cause to be delivered to the  
12 Limited Partners financial statements of the Partnership for such  
13 fiscal year which shall include a balance sheet, a profit and loss  
statement and a report by the Managing General Partner showing  
distributions to the Partners and allocations to the Partners of  
Partnership taxable income, losses, deductions, credits and items  
of tax preference.

14 3.4 Defendants have violated ORS 70.145 and 70.050 and breached  
15 Section 11 of the Partnership Agreement by failing to provide this documentation  
16 to Plaintiffs including documentation originally requested on July 27, 2022, by  
17 Plaintiffs. Plaintiffs are entitled to bring an action against Defendants pursuant  
18 to ORS 67.160 for their breach of the partnership agreement, violation of their  
19 statutory duties to the limited partners, and to enforce their rights as limited  
20 partners.

21 3.5 Plaintiffs are entitled to the entry of an order requiring Defendants  
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1 to produce and provide this documentation.

2 IV. SECOND CLAIM FOR RELIEF

3 **(Breach of Contract and Violation of Statutory Duties:  
4 Partnership Distributions)**

5 4.1 Plaintiffs reallege the allegations in paragraphs 1.1 through 3.5  
6 herein and incorporate them by this reference.

7 4.2 Article X of the Restated LP Agreement provides that the “profit  
8 and losses of the Partnership shall be determined for each fiscal year . . . and  
9 shall be allocated to the Partners on a monthly basis, or such shorter as the  
10 Managing Partner determines in its sole discretion.” Section 10.3 requires the  
11 allocation of profits, losses, and tax credits, Section 10.4 the apportionment of  
12 allocations and distributions, and Section 10.7 the allocation and time for making  
13 such distributions to the Limited Partners. Plaintiffs are, at a minimum, entitled  
14 to the return of their capital contributions in the amount of \$84,000 each, but  
15 Plaintiffs believe that they are entitled to the total amount of \$800,000 in  
16 distributions from Defendant MILL PARK INVESTMENT LIMITED  
17 PARTNERSHIP.

18 4.3 Defendants have failed to comply with these provisions of Article  
19 X of the Restated LP Agreement.

20 4.4 ORS 70.235 and 70.240 require the profits and losses and  
21 distribution of cash or other assets of a limited partnership to be allocated  
22 among the partners in the manner provided by the partnership agreement.

1           4.5     Defendants have violated ORS 70.235 and 70.230 and breached  
2     Article X of the Partnership Agreement by failing to make distributions to  
3     Plaintiffs. Plaintiffs are entitled to bring an action against Defendants pursuant  
4     to ORS 67.160 for their breach of the partnership agreement, violation of their  
5     statutory duties to the limited partners, and to enforce their rights as limited  
6     partners.

7           4.6     Plaintiffs are entitled to the entry of an order requiring Defendants  
8     to make these distributions to them.

9                               V. THIRD CLAIM FOR RELIEF

10                   **(Contractual and Statutory Partnership Accounting,  
11                    Winding Up, and Dissolution)**

12           5.1     Plaintiffs reallege the allegations in paragraphs 1.1 through 4.6  
13     herein and incorporate them by this reference.

14           5.2     Section 2.4 of the Limited Partnership Agreement establishes a  
15     dissolution date of December 31, 2050, “except that the Partnership shall be  
16     dissolved prior to such date upon the happening of any of the following events:  
17     (a) The sale or other disposition of all or substantially all of the assets of the  
18     Partnership . . . (d) the determination by a majority of the Limited Partners that  
19     the Partnership be dissolved in accordance with the laws of the State.”

20           5.3     ORS 70.325 provides that a limited partnership is dissolved and  
21     its affairs shall be wound up when the first of any of the following events occurs:  
22     . . . (2) upon the happening of events specified in writing in the partnership

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1 agreement; (3) by the vote or such other action of the partners as is provided in  
2 writing in the partnership agreement, . . . (5) entry of a judgment or judicial order  
3 of involuntary dissolution under ORS 70.330.”

4 5.4 ORS 70.330 also permits the dissolution of a limited partnership  
5 “whenever it is not reasonably practicable to carry on the business in conformity  
6 with the partnership agreement.”

7 5.5 Defendant MILL PARK INVESTMENT LIMITED PARTNERSHIP  
8 sold its sole asset and investment in Mill Park DHA LP earlier in 2022 which  
9 constituted all or substantially all of its assets. Additionally, Plaintiffs, as a  
10 majority of the limited partners, wish that Defendant MILL PARK INVESTMENT  
11 LIMITED PARTNERSHIP be dissolved pursuant to Section 2.4 of the Restated  
12 LP Agreement and ORS 70.325.

13 5.6 Pursuant to ORS 67.155(4), Defendant CHRISTOPHER R. WOOD  
14 and Defendant RENWOOD PROPERTIES, INC., have a duty to discharge their  
15 duties consistent with the “obligation of good faith and fair dealing,” and, in  
16 failing to comply with the statutory and contractual provisions set forth herein,  
17 have breached their duty of good faith and fair dealing with Plaintiffs.

18 5.7 At this point and as result of the facts set forth herein, the business  
19 of Defendant MILL PARK INVESTMENT LIMITED PARTNERSHIP is not  
20 reasonably practicable to carry on in conformity with the Restated LP  
21 Agreement.

1           5.8     Plaintiffs are entitled to an accounting of the business and assets  
2 of Defendant MILL PARK INVESTMENT LIMITED PARTNERSHIP, the winding  
3 up of the partnership affairs, and the entry of a judgment or order of dissolution.

4           WHEREFORE, Plaintiffs pray the court for judgment as follows:

5           1.     The entry of an order or judgment for breach of contract and  
6 violation of statutory duties requiring Defendants to produce partnership  
7 documentation to Plaintiffs as required by ORS Title 70 and the Restated LP  
8 Agreement;

9           2.     The entry of an order or judgment for breach of contract and  
10 violation of statutory duties requiring Defendants to make distributions to  
11 Plaintiffs as required by ORS Title 70 and the Restated Limited Partnership  
12 Agreement in the total amount of \$800,000 to Plaintiffs;

13           3.     The entry of an order or judgment against Defendants pursuant to  
14 ORS Title 70 and the Restated Partnership Agreement requiring Defendant to  
15 provide a full accounting, the winding up of the business affairs of Defendant  
16 MILL PARK INVESTMENT LIMITED PARTNERSHIP, and the dissolution of the  
17 limited partnership;

18           4.     The entry of judgment for damages against Defendants for their  
19 breach of the duty of good faith and fair dealing pursuant to ORS 67.155(4) in  
20 amounts to be proven at trial; and  
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1           5.       The award of reasonable attorney's fees, costs and disbursements  
2 against Defendants as permitted by limited partnership law; and

3           6.       The entry of such other relief as the court deems just and equitable  
4 for Plaintiffs.

5           DATED: December 13, 2022.

6  
7                               /s/ Donald G. Grant  
8                               DONALD G. GRANT, OSB NO. 860417  
9                               Of Counsel for Plaintiffs John H. Elliott,  
10                              Sarah Ann Elliott, and Susan M. Elliott  
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